

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DAVID LAPA,

21-cv-04737-NSR

Plaintiff,

**SECOND AMENDED
COMPLAINT**

-against

JPMORGAN CHASE BANK, N.A.,

Defendant
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Plaintiff, by his attorney, as and for a Second Amended Complaint, alleges:

THE PARTIES

1. Plaintiff David Lapa is an individual residing in the County of Rockland, State of New York.
2. Upon information and belief, defendant JPMorgan Chase Bank, N.A. is a national banking association.

AS AND FOR A FIRST CAUSE OF ACTION

3. Plaintiff has been a customer of defendant and has been utilizing its credit card services for almost two decades.
4. Plaintiff and defendant entered in an agreement whereby defendant issued a credit card for his use.
5. Plaintiff is not in default on any of his obligations to defendant.
6. During their entire business relationship, plaintiff has never been in default on any of his obligations to defendant.

7. Plaintiff consistently paid all amounts as they become due, and his account has never been in a state of default.
8. On May 14, 2021, defendant summarily terminated plaintiff's credit card account without giving him prior notice that the account would be closed.
9. Pursuant to agreement between plaintiff and defendant, defendant was not permitted to terminate the credit card account without notifying him of its intention to do so before the account was closed.
10. The agreement in question states:

If your account is in default, we may close it without notice

11. Since plaintiff was not and never was in default, the agreement required that he be provided with notice of defendant's intention to close the account.
12. In violation of said agreement and the implied covenant of good faith in the parties' agreement defendant did not provide plaintiff with any notice that the credit card account would be closed, nor did it advise plaintiff it was considering or contemplating closing his account.
13. Plaintiff regularly relied on and depended on the credit card services which defendant provided to plaintiff and defendant was aware of that fact.
14. Defendant also wrongfully advised credit agencies and/or other third parties that plaintiff's credit card account had been terminated.
15. The closing of plaintiff's credit card account will have severe negative consequences on his credit standing.
16. Defendant knew and it was foreseeable that the action it took would cause damage to plaintiff.

17. If defendant had given plaintiff notice that it would close its credit account, plaintiff would have taken action to avoid the consequences of having his credit card account terminated without notice.

WHEREFORE, plaintiff demands judgment against defendant for damages, which are ongoing, in an amount to be determined at trial but in no event less than \$200,000.00.

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury

Dated: Brooklyn, New York
September 11, 2022

s/ Solomon Rosengarten

SOLOMON ROSENGARTEN
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